

**BEFORE THE  
RHODE ISLAND PUBLIC UTILITIES COMMISSION**

**Docket No. 4933**

**Brian C. Collins**

**The United States Department of the Navy**



**BRUBAKER & ASSOCIATES, INC.**

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**BEFORE THE  
RHODE ISLAND PUBLIC UTILITIES COMMISSION**

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**City of Newport, Utilities  
Department, Water Division -  
Application to Implement a  
Multi-Year Rate Plan Pursuant to  
R.I. Gen. Laws Section 39-15.1-4  
(filed 2/13/2019)**

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**Docket No. 4933**

**Surrebuttal Testimony of Brian C. Collins**

1    **Q     PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2    A     Brian C. Collins. My business address is 16690 Swingley Ridge Road, Suite 140,  
3           Chesterfield, MO 63017.

4    **Q     ARE YOU THE SAME BRIAN C. COLLINS WHO PREVIOUSLY FILED**  
5           **TESTIMONY IN THIS PROCEEDING?**

6    A     Yes.

7    **Q     ARE YOUR EDUCATIONAL BACKGROUND AND EXPERIENCE OUTLINED IN**  
8           **YOUR PRIOR TESTIMONY?**

9    A     Yes. This information is included in Appendix A to my direct testimony filed July 10,  
10          2019.

1    **Q       ON WHOSE BEHALF ARE YOU APPEARING IN THIS PROCEEDING?**

2    A       I am appearing on behalf of the United States Department of the Navy (“Navy”). Our  
3           firm is under contract with Navy to perform cost of service, rate design and related  
4           studies. Naval Station Newport in Newport, Rhode Island purchases large volumes  
5           of water from the Water Division of the City of Newport (“Newport Water”). Thus,  
6           Navy has a direct economic interest in how the cost of providing water service to it is  
7           determined.

8    **Q       WHAT IS THE PURPOSE OF YOUR SURREBUTTAL TESTIMONY?**

9    A       The purpose of my surrebuttal testimony is to respond to the rebuttal testimonies of  
10          Newport Water witnesses Ms. Julia Forgue and Mr. Harold Smith. The fact that I do  
11          not address Newport Water’s or any other party’s position on a particular issue should  
12          not be construed as tacit agreement with that party’s position.

13    **Response to Rebuttal Testimony of Ms. Julia Forgue**

14   **Q       HAVE YOU REVIEWED THE REBUTTAL TESTIMONY OF MS. JULIA FORGUE**  
15   **WITH RESPECT TO THE NAVY WHEELING ACCOUNTS?**

16   A       Yes. At page 42 of Ms. Forgue’s testimony, she states that Newport Water is willing  
17          to amend the contract with Navy with respect to the wheeling accounts. She also  
18          indicates that if the contract between Navy and Newport Water governing the  
19          wheeling accounts is not modified before the end of this docket, the contract would  
20          have to be modified in Newport Water’s next rate case so that the impact on Newport  
21          Water’s revenues are properly captured in rates.

1    **Q       HOW DO YOU RESPOND?**

2    A       Navy intends to engage Newport Water with respect to the wheeling accounts to  
3           contractually resolve the issue of the wheeling accounts to the satisfaction of both  
4           Newport Water and Navy. Navy plans to resolve the wheeling account issue with  
5           Newport Water and put in place contractual modifications in time for the next rate  
6           filing by Newport Water so that the impact on Newport Water's revenues are captured  
7           in rates.

8    **Response to Rebuttal Testimony of Mr. Harold Smith**

9    **Q       HAVE YOU REVIEWED THE REBUTTAL TESTIMONY OF MR. HAROLD SMITH**  
10       **WITH RESPECT TO THE ISSUE OF WATER LOSS RESULTING FROM A MAIN**  
11       **BREAK IMPACTING THE CALCULATION OF NAVY'S MAXIMUM DAY DEMAND**  
12       **FACTOR IN THIS RATE CASE?**

13   A       Yes. At page 17 of Mr. Smith's rebuttal testimony, he states that Newport Water  
14           agrees to exclude the water lost during the January 10, 2018 main break from its  
15           analysis of Navy peak demands in this rate case.

16   **Q       DOES NAVY OBJECT TO MR. SMITH'S PROPOSAL?**

17   A       Navy does not object to his proposal.

1    **Q     HAVE YOU REVIEWED THE REBUTTAL TESTIMONY OF MR. HAROLD SMITH**  
2           **WITH RESPECT TO WHETHER ADJUSTING THE GREEN LANE METERING**  
3           **DATA FOR THE CALCULATION OF NAVY'S MAXIMUM DAY DEMAND FACTOR**  
4           **IS APPROPRIATE?**

5    A     Yes. At pages 18-19 of Mr. Smith's rebuttal testimony, he states that he disagrees  
6           with my recommendation to adjust the Green Lane metering data for Navy's  
7           Maximum Day Demand factor calculations. He also explains in his rebuttal testimony  
8           why the Green Lane metering data used for Navy's Maximum Day Demand factor  
9           calculation was not adjusted in the same way that the data was adjusted for Navy's  
10          Maximum Hour analysis.

11   **Q     HOW DO YOU RESPOND TO MR. SMITH'S POSITION?**

12   A     Based on Mr. Smith's explanation in his rebuttal testimony, I do not oppose his  
13          calculation of Navy's Maximum Day Demand factor using the Navy's unadjusted  
14          Green Lane metering data.

15   **Q     IN HIS REBUTTAL TESTIMONY, DOES MR. SMITH PROPOSE TO USE**  
16           **MITIGATION IN DESIGNING RATES?**

17   A     Yes. Mr. Smith proposes to set rates for FY2020 such that the rates for all classes  
18          move halfway to cost of service. His proposal is described at pages 26-27 of his  
19          rebuttal testimony.

20   **Q     HOW DO YOU RESPOND TO MR. SMITH'S POSITION?**

21   A     Navy does not oppose his mitigation proposal.

1    **Q       DOES THIS CONCLUDE YOUR SURREBUTTAL TESTIMONY?**

2    **A       Yes, it does.**

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